

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)**

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In re:	:	Chapter 11 (Subchapter V)
	:	
Epic Smokehouse LLC	:	No. 25-10855
	:	
Debtor.	:	
	:	
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DEBTOR’S MOTION TO APPROVE ASSUMPTION OF LEASE

COMES NOW Epic Smokehouse LLC, Debtor-in-Possession, through counsel, and respectfully requests that this Court enter an order approving its assumption of its non-residential real property lease with Millennium Owner, LLC. In support hereof Debtor states as follows:

1. On April 29, 2025, this case was commenced by the filing of a voluntary petition for relief under Subchapter V of Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”).

2. The Debtor remains, and intends to continue, in the possession of its property as debtor-in-possession pursuant to section 1184 of the Bankruptcy Code.

3. The Debtor is a Virginia LLC, and is a small business having elected to proceed under Subchapter V.

4. Debtor is lessee under a lease for nonresidential real property with Millennium Owner, LLC pursuant to a Retail Lease dated for reference purposes as of September 24, 2024 (the “Lease”) whereby Tenant leases from Landlord approximately

Daniel M. Press, VSB# 37123
Chung & Press, P.C.
6718 Whittier Ave., Suite 200
McLean, VA 22101
(703) 734-3800
Counsel for Debtor

3,090 rentable square feet in a Project legally described in the Lease and commonly known as the Millenium Building, located at 1330 South Fair Street, Arlington, Virginia. The current rent is \$15,450.00/month, triple net. The debtor operates its business solely out of the leased premises.

5. The Debtor has determined to assume the lease and hereby does so, subject to the approval of the Court.¹

6. The Debtor has filed a Plan providing for the assumption of the lease. The Plan provides that the Landlord shall have 30 days from the Confirmation Date to file a Proof of Claim for the amount necessary to cure the arrears as of that date, which arrears shall be promptly paid by the Debtor in full, in addition to the rent provided for in the lease, over a 9-month period. This Motion would not change that 30-day deadline, but it would run from entry of the order granting this motion. The Debtor maintains that it is current in its post-petition obligations under the Leases. The pre-petition arrears are \$109,381.57.

7. No objections have been filed as to the plan (the deadline is 9/2/25)

8. The deadline under 11 U.S.C. § 365(d)(4) to assume or reject leases is 120 days from the Order for Relief, i.e., August 26, 2025. Accordingly, this Motion is timely.

9. The Lease is essential to the continued operation of the Debtor.

WHEREFORE, the Debtor requests that this Court approve the Debtor's assumption of the Lease as provided herein, and grant such other and further relief as it deems just and appropriate.

¹ The Debtor has provisionally agreed with the landlord to amend the lease to remove certain provisions for expansion of the premises. However, this assumption is of the whole lease, whether or not that amendment is implemented, as required. Debtor expects to shortly seek approval of a lease amendment to implement the foregoing.

Dated: August 26, 2025.

Respectfully submitted,

/s/ Daniel M. Press

Daniel M. Press, VSB# 37123
CHUNG & PRESS, P.C.
6718 Whittier Avenue, Suite 200
McLean, Virginia 22101
(703) 734-3800
dpress@chung-press.com
Counsel for Debtor

CERTIFICATE OF SERVICE

This is to certify that on this 26th day of August, 2025, I caused the foregoing Motion to be served by CM/ECF upon all creditors receiving such notices, the Office of the U.S. Trustee, the Subchapter V Trustee, and counsel for the Landlord, and upon the Landlord at:

Millennium Owner LLC
Corporation Service Company, Reg. Agt.
100 Shockoe Slip Fl 2
Richmond, VA, 23219 - 4100

/s/ Daniel M. Press

Daniel M. Press